

#### REMARKS

By the present Amendment, claims 11-20 have been canceled and claims 21-36 have been added. It is believed that the newly presented claims 21-36 do not introduce new matter into the Application. Claims 11-20 were rejected under 35 U.S.C. § 103(a) as unpatentable over UK Pat. Appl. No. GB 2 369 094 (GB '094) in view of U.S. Pat. No. 5,645,169 (Dull et al.). This rejection is traversed with respect to claims 21-36 and reconsideration is respectfully requested.

Independent claim 21 recites a packaged product comprising three components: a plurality of flexible liquid-filled pouches, an outer container containing the plurality of pouches, and a wrapping material. The outer container contains the plurality of pouches in a random orientation such that at least two or more of the plurality of pouches are in mutual contact. The wrapping material encloses the plurality of pouches. The wrapping material comprises shrink-wrapping, vacuum-packing, or stretch-wrapping, or a combination thereof, and tightly wraps the plurality of pouches in the random orientation. As such, this wrapping material is operable to avoid or minimize rupturing of one or more of the plurality of pouches within the outer container.

GB '094 does not teach or suggest the claimed packaged product. Rather, GB '094 discloses the use of a bag within the container to prevent moisture contamination and drying out of a sheet of pouches. More particularly, GB '094 states "[t]o further protect the sheets of pouches, in particular against moisture or drying out once the container has been opened, the container may comprise an inner (non-water-soluble) bag, wherein the sheets of pouches are placed." (p. 16, lines 1-3). There is no mention in this reference of the use of shrink-wrapping, vacuum-packing, or stretch-wrapping to tightly wrap and constrain the pouches within the container to avoid or minimize rupturing of one or more of the plurality of pouches. Further, since GB '094 employs "sheets of pouches," it suggests that the pouches are not randomly oriented within the container, as required by claim 21.

Dull does not resolve the deficiencies of GB '094 nor does Dull teach or suggest any modification of GB '094 that would allow one of ordinary skill in the art to arrive at the claimed packaged product recited in claim 21. In fact, it does not appear that Dull

discloses any use of a wrapping material to tightly wrap and constrain a plurality of liquid-filled pouches so as to avoid or minimize rupturing of the bags. As such, Dull fails to resolve the deficiencies of GB '094.

Independent claims 26 and 32 recite a packaged product comprising a plurality of flexible liquid-filled pouches and a cushioning material. Claim 26 further comprises an outer container containing the plurality of pouches, while claim 32 further comprises an injection molded plastic tub containing the plurality of pouches. The outer container and the tub contain their respective plurality of pouches in a random orientation such that at least two or more of the plurality of pouches are in mutual contact. In claim 26, the cushioning material is placed between the outer container and the plurality of pouches, while, in claim 32, the cushioning material is placed between the tub and the plurality of pouches. As such, this cushioning material is operable to avoid or minimize rupturing of one or more of the plurality of pouches contained within the outer container and the tub.

GB '094 and Dull similarly fail to render obvious the packaged products as recited in claims 26 and 32. First, GB '094 does not disclose the use of cushioning material between an outer container or tub and a plurality of liquid-filled pouches to avoid or minimize rupture of the plurality of pouches contained within the outer container or tub. The Examiner points to the disclosure that a protective layer, such as "a sheet of plastic or paper," may separate the sheet of pouches as instructive of cushioning material. (GB '094 p. 15, lines 25-28). This protective layer, however, is not placed between the sheets of pouches and the outer container or tub. Second, Dull discloses a package for transporting gel or liquid-filled bags. The Dull package may comprise an outer sleeve such that the "package is slideably placed within outer sleeve . . . [and] be carried using the thumb and index finger of one hand." (col 4, lines 1-5, fig. 3). Dull, however, does not appear to teach the placing of any kind of cushioning material between the package and the interiorly-held, liquid-filled bags to avoid or minimize the rupturing of the bags. Therefore, the corrugated cushioning outer sleeve (30) in Figure 3 embodiment of Dull '169, which the Examiner asserts will, due to its thickness, minimize rupture of the flexible liquid-filled pouches, does nothing to provide cushioning between an outer container or tub and a plurality of liquid-filled pouches contained therein. Thus, neither

Serial No. 10/655,833  
RCE Amendment filed December 22, 2006  
Reply to Office Action dated August 29, 2006

GB '094 nor Dull disclose the use of a cushioning material placed within an outer container or a tub so as to avoid or minimize the rupturing of liquid-filled pouches. Nor is there any suggestion or motivation expressed in either of the two references of a cushioning material within the outer container or tub to avoid or minimize the rupturing of liquid-filled pouches.

To establish prima facie obviousness of the claimed invention, all of the claim limitations must be taught or suggested by the prior art, *In re Royka*, 180 U.S.P.Q. 580 (C.C.P.A. 1974). Not only do Applicants find no teaching, suggestion or reference by GB '094 or Dull relating to packaged products including the wrapping material of claim 21 or the cushioning material of claims 26 and 32, Applicants find no teaching, suggestion or reference in these references for modifying the disclosures therein to arrive at the claimed packaged products. In view of these deficiencies, GB '094 and Dull in combination do not support a rejection of claims 21-36 under 35 U.S.C. §103. It is therefore submitted that the rejection under 35 U.S.C. §103 has been overcome. Reconsideration is respectfully requested.

With respect to a requirement for drawings for the Application, in the Office Action dated October 21, 2005, the Examiner provided an explanation as to why a drawing is necessary for this Application. In a Response to the Office Action, the Response dated January 19, 2006, Applicants requested that the requirement for drawings be withdrawn. In the two Office Actions that have since followed, dated March 3, 2006 and August 29, 2006, respectively, the Examiner has not responded to Applicants' request. As such, Applicants request that the Examiner confirm that the requirement for drawings for this Application has been withdrawn.

Further, Applicants indicate that this Amendment is submitted with the appropriate fees for both a Request for Continued Examination and a Request for a One Month Extension of Time. Therefore, Applicants request both continued examination of the Application and a one month extension of time in which to respond.

In conclusion, Applicants respectfully submit that the present application is in condition for allowance. The Examiner is encouraged to contact the undersigned to resolve efficiently any formal matters or to discuss any aspects of the application or of

Serial No. 10/655,833  
RCE Amendment filed December 22, 2006  
Reply to Office Action dated August 29, 2006

this response. Otherwise, early notification of allowable subject matter is respectfully solicited.

Respectfully submitted,

DINSMORE & SHOHL LLP

By:     /Ryan J. Aaron/      
Ryan J. Aaron  
Registration No. 54,950

Huntington Square  
900 Lee Street, Suite 600  
Charleston, WV 25301  
Telephone: (304) 357-0900  
Facsimile: (304) 357-0919  
E-mail: ryan.aaron@dinslaw.com